

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 50

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/26/2017		2. CONTRACT NO. (If any) HHSF223201700022B		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE Indicated on call	
5. ISSUING OFFICE (Address correspondence to) DHHS/FDA/OAGS/DAO ATTN: Tiffany Williamson 5630 Fishers Lane Rockville MD 20857				b. STREET ADDRESS	
				c. CITY	d. STATE e. ZIP CODE
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR MCKINSEY & COMPANY, INC. WASHINGTON D.C. 218450				8. TYPE OF ORDER	
b. COMPANY NAME				☐ a. PURCHASE ☐ b. DELIVERY	
c. STREET ADDRESS MCKINSEY & COMPANY, INC. 1200 19TH ST NW STE 1100				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY WASHINGTON		e. STATE DC	f. ZIP CODE 200362412	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA Indicated on call				10. REQUISITIONING OFFICE	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. SERVICE-DISABLED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB					
13. PLACE OF				12. F.O.B. POINT Destination	
a. INSPECTION Destination		b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call	
14. GOVERNMENT B/L NO.		16. DISCOUNT TERMS			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-10F-0118S Tax ID Number: 56-2405213 DUNS Number: 825229318 Modernizing Regulatory Science and Accelerating Medical Product Development Blanket Purchase Agreement (BPA) Continued ...					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME	Indicated on call				\$0.00
	b. STREET ADDRESS (or P.O. Box)					
	c. CITY	d. STATE	e. ZIP CODE		\$0.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)



Gary Klaff -S

Digitally signed by Gary Klaff -S
DN: cn=US, o=U.S. Government, ou=HHS, ou=FDA, ou=People, cn=Gary Klaff -S, 0.9.2342.19200100.100.11=20616/55933
Date: 2017.09.26 10:56:09 -0400

23. NAME (Typed)
GARY KLAFF
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/13/2017

HHSF223201700022B

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See attached Award Addenda The BPA Ceiling Amount shall not exceed \$49,500,000 over five (5) years. Ankur Ghia, Partner Name and Title of Signer  Signature of person authorized to sign 27 September 2017 Date Signed Contracting Officer's Representative (COR): Trudy Lilly 10903 New Hampshire Ave Silver Spring, MD 20993 Trudy.lilly@fda.hhs.gov Contract Specialist (CS): Tiffany Williamson 5630 Fishers Lane Rockville, MD 20857 tiffany.williamson@fda.hhs.gov 240-402-7558 Contracting Officer (CO): Gary Klaff 5630 Fishers Lane Rockville, MD 20857 gary.klaff@fda.hhs.gov 240-402-7555 Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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ORDER NO.

09/13/2017

HHSF223201700022B

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: DHHS/FDA/OAGS/DAO ATTN: Tiffany Williamson 5630 Fishers Lane Rockville MD 20857 Period of Performance: 09/27/2017 to 09/26/2018 Period of Performance: September 27, 2017 - September 26,2018 Option Year 1: September 27, 2018 - September 26,2019 Option Year 2: September 27, 2019 - September 26,2020 Option Year 3: September 27, 2020 - September 26,2021 Option Year 4: September 27, 2021 - September 26,2022					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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1. General Information

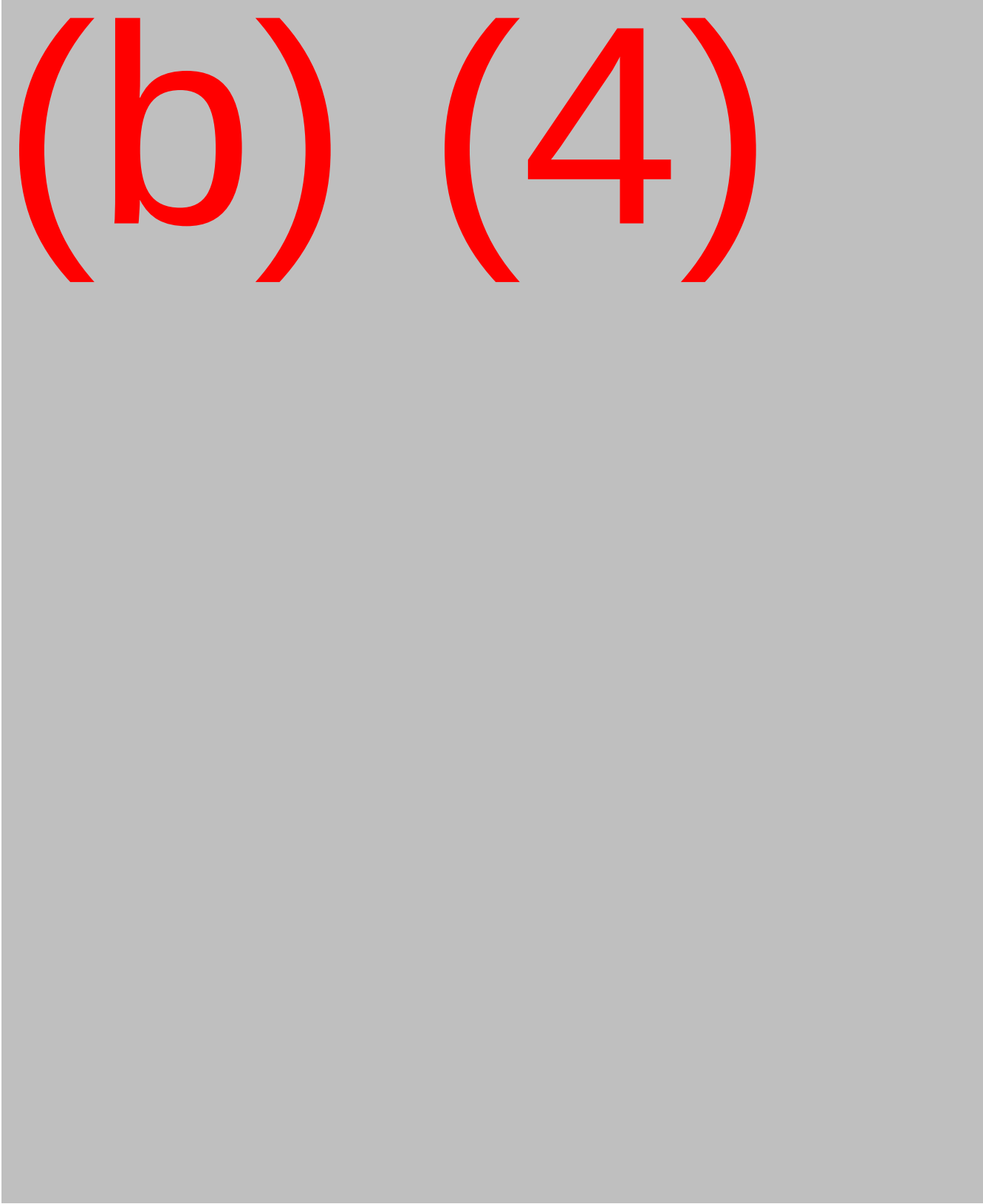
The U.S. Food and Drug Administration is awarding a single-award Blanket Purchase Agreement (BPA) among General Services Administration (GSA) Federal Supply Schedule (FSS) holders to obtain Professional and Technical Services for the Food and Drug Administration (FDA) to support the execution of its mission to protect public health and its employees. The objective of this BPA is to provide consultation support to FDA in modernizing regulatory science, accelerating medical product development, supporting innovations, and increasing efficiency of regulatory operations.

The BPA includes a period of performance consisting of a 12-month base period and four (4) 12-month option periods. Orders against this BPA are reserved for Firm-Fixed Price, Time and Materials, or Labor Hour pricing.

2. GSA Rates

(b) (4)

(b) (4)



(b) (4)

3. Background

The Food and Drug Administration (FDA) is a science-based regulatory agency critically important to the stability of the nation's public health and health care systems. FDA protects and promotes the health and safety of all Americans by enhancing the availability of safe medical products and foods and promoting innovation that addresses unmet medical and public health needs. FDA decisions must be based on the best available scientific data and use the best tools and methods available in order to ensure products meet the highest quality standards for consumers, while fostering and advancing innovation in the products it regulates.

The FDA is recognized as a world leader in the assessment of advances in medicine and science that relate to human health and disease. Every year, FDA evaluates and approves innovations that bring tremendous benefit to patients. However, this process is not easy: the human body is complex and the technology and science underlying medicine is continually advancing. Additionally, truly understanding the circumstances in which a medical product is safe and effective is contextual. Not only is the intended use of the product important, but the properties of the delivery system, concomitant therapies and alternatives define the calculation of whether benefit exceeds risk when a clinician prescribes a drug or implants a device, and when a health system decides to make a drug available on the formulary or to purchase a device for the system. Just as the science and technology underlying new medical products have been revolutionized, the science of evaluation of medical products and clinical care has also dramatically improved. The FDA is committed to supporting continuous advancements of regulatory science and medical products.

4. Objective and Scope of Work

4.1 Objective

The objective of this BPA is to provide consultation support to FDA in modernizing regulatory science, accelerating medical product development, supporting innovations, and increasing efficiency of regulatory operations. Looking ahead, the medical products Centers will need to undergo a significant transformation focused on scientific modernization, innovation, improving cost efficiency, and delivery on fulfilling its mandate to promote and protect public health. Modernizing regulatory science needs to happen in parallel to keep up with a quickening pace of innovation in industry. Finally, industry and the public expect increasing operational efficiency from FDA; patients demand greater engagement, and regulators around the world work towards new standards and methods of engagement.

4.2 Scope

The scope of this BPA is to provide strategic consulting services to comprehensively modernize FDA's regulatory science and medical products programs.

4.3 Contractor Qualifications

The Contractor shall have or acquire cross-cutting understanding of the FDA as a whole, as well as the capability to leverage extensive business relationships such as public and private partnerships. Extensive knowledge of FDA's organizational, scientific, regulatory and operational history and challenges are critical to the success of modernizing regulatory science and medical products. In addition, the contractor shall have deep knowledge of Agency and Medical Product Center operations, strategic priorities and senior leadership.

The Contractor shall also have direct experience working with Medical Product Centers on Commissioner and Executive-level strategic priorities, as well as a track record of successfully implementing and driving positive change. During this time of evolution, challenge and change, FDA's Medical Products Centers need a cooperative, top-tier contractor that can support a program of scientific modernization and innovation, while delivering unbiased advice and solutions across a focused spectrum of mission-critical objectives.

5 Task Area Descriptions

The contractor shall not act as an agent of the Government; the contractor shall not perform inherently Governmental functions. The Contractor shall furnish the necessary personnel and resources (materials, services, facilities, etc.) to perform the work as described in this section. The contractor shall work independently, to the extent possible, with the inherently Governmental function restraints. The services required of the Contractor are aligned with the collective efforts for FDA to modernize regulatory science and accelerate medical products programs. The Government will issue Task orders in response to the varying levels of needs identified below.

5.1 Project management

As tasked, the Contractor shall provide Task Order level project management to establish control, management, monitoring and notification mechanisms to ensure the individual task orders stay on track to meet the important milestones within the awarded task. For each Task Order, the Contractor shall provide a Project Work Plan to the Contracting Officer Representative (COR) describing the technical approach, organizational resources, risk management and other management controls to be employed to meet the cost, performance and schedule requirements throughout Task Order execution. Representative activities include, but not limited to:

- Status and progress of tasks
- Schedule Management
- Significant risks and issues to scheduled deliverables and plans to mitigate them

- o Prepare and manage to a Risk Management Plan which clearly documents the Contractor's risk management approach to address overall risk management strategy for threats and opportunities, risk identification, tracking, communications, analysis, prioritization, and mitigation strategies
- Provide staff with skills and experiences involving regulatory science and/or industrial/organizational psychology and/or social science, and relevant academic training (e.g., MDs, PhDs, MBAs among other relevant disciplines)
- Communication
 - o Quality Management to include detailing the specific methodologies, performance measures and metrics, management tools and quality control measures to be used
 - o Formal and Informal Meetings- Conduct or participate in meetings to include preparing and tracking meeting agendas, minutes, issues, risks, and action items
 - o Monthly and Weekly Reporting

In addition, the Contractor shall be proactive in informing the designated Government Project Managers (PMs) and Contracting Officer Representatives (CORs) of any issues, problems and recommendations that should be addressed in order for the overall effective accomplishment of task order goals. Recommendations for actions that need to be taken by FDA staff, or other Contractors, shall be clearly defined and communicated to the responsible party and the FDA, and have identified dates for completion.

5.2 Conduct Studies Related to Modernizing Regulatory Science and Accelerating Medical Products Development

The Contractor shall perform activities relevant to the design, development, and conduct of qualitative or quantitative studies for the regulatory science and medical products arena as tasked. Representative tasks include, but are not limited to:

- Using environmental scanning as a means of identifying innovations to advance FDA's regulatory science arena;
- Creating and implementing the required inter-Center working groups for policy setting
- Developing and administering questionnaires to obtain qualitative and quantitative information to enable advancements in regulatory science;
- Conducting risk and quality assessments to test the effectiveness of current regulator operations;
- Evaluating the effectiveness of FDA's Grants programs;
- Evaluating the effectiveness of the use of Special Government Employees for Advisory Committees;
- Assessing professional qualifications and credentials of FDA staff to ensure the best fit of person to position, maximizing efficiency, effectiveness, and support of regulatory science and operations.

5.3 Enhance Productivity and Innovation for Regulatory Science Through Process and Human Capital Improvements

As tasked, the Contractor shall assess FDA's workforce and some aspects of Human Resources Management to identify ways to ensure a strong human capital foundation. Representative tasks include, but are not limited to:

- Assessing, re-defining and reconstructing candidate updates to regulatory review processes to expedite regulatory review timelines;
- In concert with the Office of Human Resources, revamping position descriptions and identifying candidate updates to other onboarding activities to ensure appropriate pathways for regulatory science professionals;
- Developing, for FDA consideration, mentorship and training programs to enhance retention efforts and workforce planning.

5.4 Emerging Health Technologies for Regulatory Science and Medical Products Development

As tasked, the Contractor shall develop, identify and evaluate emerging health technologies for regulatory science and medical products development. The Contractor shall develop an inventory of health technologies (e.g., advanced analytics) that have the potential to enable the Medical Product Centers to build new approaches to efficiently regulate medical products. Representative tasks activities include, but are not limited to:

- Identifying digital/ web-enabled tools (e.g., dashboards, applications) and technologies, in addition to data-driven analytics, to support optimized processes (e.g., lean). The contractor shall assess the impact; of each technology, alone or in combination with other technologies, on Medical Product Center processes;
- Developing end-to-end process use cases (e.g., regulatory submission, financial planning, workforce planning) to assess candidate tools and end-to-end processes;
- Constructing a list of emerging health technologies with the potential to enhance modernization and innovation efforts.
- Apply new or innovative methods and techniques to addressing challenges of strategic importance, developing new operating models, and/or delivering improved outcomes for regulatory science

5.5 Simplify Regulations/Policies to Support Strong Regulatory Science and Modernization and Lean Innovative Rules

As tasked, the contractor shall review regulatory science regulations and policies and recommend ways to simplify those regulations and policies to support strong regulatory science, modernization. The Contractor shall also assist with the creation of lean innovative rules for medical product areas defined at the task order level. Representative task activities include, but are not limited to the following:

- Conducting thorough reviews and analyses of guidance documents, policies, regulations and other written materials that direct regulatory operations;
- Providing recommendations to streamline and/or eliminate existing regulations;
- Examining current business processes to ensure alignment with regulations;

- Assessing the validity of existing regulations and identify cost savings through the reduction of regulations;
- Identifying ways to overhaul regulatory operations to accelerate approval processes;
- Providing written reports on findings and recommendations;
- Conducting continual monitoring of existing regulations; creating an inventory of regulations for a potential repeal and/or revisions.

5.6 FDA User Fee Agreements

As tasked, the Contractor shall identify and assess means to integrate new user fee driven strategic priorities into forward-looking Center-specific plans and develop a dynamic plan for the integration. On a continuum, the FDA will exploit opportunities to further advance and support the User Fee programs. The adoption of new scientific approaches may require leveraging the Contractor's business relationships, such as public private and non-profit partnerships, as well as its highly skilled workforce. The contractor shall identify means for: the adoption of new scientific approaches; improving the utility of existing tools/technologies for the detection, evaluation, prevention and mitigation of adverse events; standardization and integration of REMS into healthcare systems and enhancing post marketing safety activities and issues. Representative task activities include, but are not limited to the following:

- Analyzing internally generated and external sources of data and reports to isolate trends impacting user fee implementation strategies, and impact of user fee implementation strategies on other Center priorities;
- Articulating and assessing a range of potential strategies to pursue against a broad range of criteria and considerations related to user fee mandates and their impact on regulatory science and decision-making;
- Recommending new scientific approaches to improve the utility of existing tools/technologies for detection;
- Developing time reporting options for User-Fee tracking;
- Delivering written reports including sections on methodology, major findings and interpretations, and observations and recommendations regarding modernizing regulatory science and accelerating medical product development;;
- Identifying means to modify medical products regulatory operations to effectively integrate user fee mandates across a portfolio of initiatives – covering both near and long term – informed by current state orientation, user fee requirements, organizational realities (e.g., increasing emphasis on cross-Center coordination), and emerging opportunities (e.g., *21st Century Cures Act*);
- Ability to leverage a broad network of specialized experts to meet task order requirements, with knowledge of how similar organizations have applied scientific processes/operations improvement solutions to achieve results, overcome challenges and accelerate value capture; provide tools used by similar organizations that have applied scientific processes/operations improvement solutions to achieve results, overcome challenges and accelerate value capture; and provide business cases used by similar organizations that have applied scientific processes/operations improvement solutions to achieve results, overcome challenges and accelerate value capture.

5.7 Plan Strategic Programming for Regulatory Science

As tasked, the Contractor shall identify means to improve the quality of regulatory-based decision making through innovative regulatory science frameworks, methodologies and tools. On a continuum, FDA is committed to being more responsive to its stakeholders. The FDA will continue aligning with current and future subject matter areas to foster advanced thinking and innovations to build cutting edge programs. Representative tasks include, but are not limited to:

- Leading strategic, transformational projects in both the public and private sector, in regulatory agencies, and at scientific or public health organizations;
- Developing formal regulatory frameworks and approaches to better support the use of Real-World Evidence (RWE) in clinical development and post-market surveillance;
- Reviewing the current role of Advisory Committees and develop a portfolio of options to modernize Advisory Committees' involvement in novel and progressive medical product reviews;
- Developing formal plans to ensure more deliberate and systematic patient engagement follow through and integration of patient preferences into regulatory decision-making;
- Assessing clinical trials' life-cycle to identify strategies to improve efficiency and decision making, and potential new paths to market;
- Assessing and evaluating Expanded Access (Compassionate Use) Programs;
- Evaluating, planning, and supporting implementation of all provisions and studies under the 21st Century Cures Act;
- Assisting with the development of proactive medical product development strategies;
- Evaluating opportunities for Big Data to support regulatory science and medical products modernization and innovation efforts;
- Performing other, related tasks as determined by the Commissioner.

5.8 Technical and Research/Analysis Assistance

The Contractor shall provide technical and research assistance for modernizing regulatory science and accelerating medical product development, as tasked and specified by the Government. Representative task activities include, but are not limited to the following:

- Conducting analyses of services, including the development and administration of questionnaires, surveys, product and application evaluations, communications and outreach;
- Composing research reports related to regulatory science and medical product areas;
- Providing strategic consulting for any Call to Action activities determined by the Department;
- Evaluating Intramural Research Programs requirements (e.g., personnel needs, funding mechanisms, use of laboratory resources and space, need/use of shared resources)
- Supporting cross-cutting efforts as determined by the Department of Health and Human Services (e.g., Reimagining HHS and Transformation Working Groups: Healthcare System, Public Health, Economic and Social Well-Being, Scientific and Social Well-Being, Scientific Advancement and Management and Stewardship).

6 Period of Performance and Proposed Ordering Period

6.1 Proposed Ordering Period

This BPA will have an ordering period of one (1) base year, four (4) option years.

Base Year: 9/27/2017 – 9/26/2018

Option Year 1: 9/27/2018 – 9/26/2019 (If exercised)

Option Year 2: 9/27/2019 – 9/26/2020 (If exercised)

Option Year 3: 9/27/2020 – 9/26/2021 (If exercised)

Option Year 4: 9/27/2021 – 9/26/2022 (If exercised)

6.2 Period of Performance for BPA Calls

The Period of Performance for individual call orders will be specified therein. Three (3) constraints apply to the period of performance for BPA call orders. First, individual call orders may not exceed 5 years (inclusive of option periods). Second, individual call orders may not extend further than 1 year beyond the BPA Ordering Period end date. Lastly, a contractor may be awarded BPA/Call Orders that extend beyond the current term of its current GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA/Call Order's period of performance.

7 Place of Performance

The Contractor's primary work location shall be on the main campus of the FDA at 10903 New Hampshire Blvd. Silver Spring, MD. Designated key personnel shall work onsite unless otherwise specified in the Key Personnel section. Place of performance will be defined at the task order level.

8 Government Furnished Equipment (GFE)

The FDA will provide a laptop and a Personal Identity Verification (PIV) Badge for network access in addition to other software and tools which are provided with the standard laptop image package to a certain number of Contractor personnel (Contractor owned or personally owned hardware or software may NOT be connected to or used on the FDA network).

The Department of Health and Human Services, i.e., the "Department," prohibits the use of unauthorized external information systems to conduct Department business. An authorized external information system is one that is federally-owned, contracted or used by the Department, or approved for use pursuant to a Department or Operating Division (OpDiv) personally-owned device policy. At no time should the Contractor use personal device(s) to conduct official government business.

The Contractor shall maintain an inventory of all Government furnished equipment. The Contractor's list will periodically be compared to the Government's list of GFE as a means of inventory control. At the end of the period of performance, or termination of the contract, the Contractor shall return the

badge(s) and all other government owned property. Upon termination of an employee, that employee shall return all Government badges and all other government owned property.

The property administrator (POC) for the overall BPA is :

Trudy Lilly
10903 New Hampshire Ave
WO1 - Second Floor
Silver Spring, MD 20993-0002
Phone: 301-796-1377

****A property administrator will be identified at the task order level.****

9 Travel

The government does not expect travel costs to be incurred during the term of the BPA. However, if any travel is undertaken under this BPA, it shall be in accordance with the Federal Travel Regulations and the underlying terms of the Contractor's GSA Schedule. Specific travel requirements will be defined at the order level. In the event that travel is authorized at the task order level, it must comply with the following:

Travel and Per Diem authorized under this BPA shall be in accordance with the Federal Travel Regulations currently in effect. Per Diem rates shall not exceed the Government approved rates in effect (<http://www.gsa.gov/portal/category/21287>).

Travel requirements under this BPA shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless otherwise directed by the Contracting Officer.

10 Deliverables or Performance

Each call order will specify deliverables and deliverable due dates.

Note: Actual deliverables and deliverable schedules will be established in each individual task order.

Monthly Progress Reports: The Contractor shall submit, by the 10th of each month, to the CO and the COR, technical reports describing the progress of the program to date, noting all technical areas in which effort is being directed and indicating the status of work within the specified task.

Each report shall include:

- A quantitative description of overall progress and applicable supporting data, as necessary, and in sufficient detail to comprehensively explain progress to date;
- An indication of each current problem, and proposed corrective action; and

- A discussion of the work to be performed during the next reporting period, unless it is the last period.

Labor hour type task orders shall also include in the progress report:

- A tabulation of the planned, actual, and cumulative percent of effort expended by the Personnel by hour and by percent planned effort; and
- A chart showing current and cumulative expenditures versus planned expenditures.

Final Report:

The contractor shall prepare and deliver a Final Report that shall consist of a summarized description of the work performed and results obtained for the entire contract period of performance. This report shall be in sufficient detail to describe comprehensively the results achieved. For both the work performed and results, the Final Report should reference Task Order deliverables where appropriate to minimize redundancy of effort. The Final Report shall be submitted on or before the last day of the contract performance period.

The Contractor shall provide the COR with the Final Report in draft form 30 business days prior to the expiration date of the task order. The COR will review the draft report and provide the Contractor with comments within 20 business days after receipt. The Final Report shall be corrected by the Contractor, if necessary, and the final version delivered to the Government.

Conference Calls/Meetings: The Contractor shall update progress with the FDA COR via conference calls and/or meetings on a monthly basis or more frequently at the discretion of the COR.

11 Contract Type

This is a single award Blanket Purchase Agreement (BPA), with the following authorized call order types: Labor-Hour, Time and Material, and Firm-Fixed-Price.

12 Pricing Terms

Each call order will specify the type of order and pricing terms based on the base BPA pricing structure.

13 Ordering

A request for quote (RFQ) will be issued to the contractor via email. RFQs will clearly describe the services required, anticipated contract type and location of performance (offsite/onsite). The contractor will have a minimum of five (5) business days to respond to any RFQ.

At a minimum, the following required documents must be submitted with any quote submitted in response to an RFQ:

- Resume of key personnel identified in the proposed staffing plan
- Commitment letters for each key personnel position, signed by the recommended candidate and the point of contact at the company that has the authority to offer employment
 - Commitment letters must include the following information:
 - Title of position
 - Name of company
 - Name of individual offered position
 - A sample commitment letter has been provided as Attachment E
- Price quote

Quotes submitted in response to an RFQ must utilize the loaded bill rates listed in the resultant BPA award based on the performance start date of the call order, and that rate must be used for the duration of the call order performance period (not to exceed 12 months, and the performance end date cannot be more than 12 months after the BPA performance end date).

Quotes submitted in response to an RFQ that includes option periods must utilize the loaded bill rates listed in the resultant BPA award, based on the performance start date of the base period and each option period. The rate used must be for the duration of the performance period of the base period and option period(s) (not to exceed 12 months for each period, and the performance end date cannot be more than 12 months after the BPA performance end date).

Call Orders against the BPA will be issued via email.

14 Contract Financial Reporting For Labor-Hour Task Orders

Financial reports shall be submitted by the contractor with the invoices for labor-hour and time-and-material call orders in accordance with the expenditure categories below:

- Labor hours and total labor charges for each skill level category for the current period and cumulative cost for the total contract to date.
- Accumulate total for all cost categories (i.e., labor, travel).
- Contract ceiling and percent expended to date.
- Estimate to complete.
- Travel – Include all direct costs to travel, including transportation subsistence and miscellaneous expenses. The following information shall be submitted: Name of traveler and purpose of trip; Place of departure, destination and return, including time and dates; and total cost of trip. The contractor will be reimbursed for travel expenditures incurred as a direct cost during performance of defined requirements stated in orders in accordance with the appropriate limitations set forth in FAR 31.205-46.

15 Contractor Performance Evaluations

In accordance with Federal Acquisition Regulation (FAR) 42.15, FDA will complete annual and final contractor performance evaluations on orders with an estimated value >SAT, inclusive of options. Annual evaluations will be prepared to coincide with the anniversary date of the orders. Additional

interim performance evaluations may be prepared at Contracting Officer discretion, as necessary. Final performance evaluations will be completed upon order expiration.

FDA will utilize the Contractor Performance Assessment Reporting System (CPARS) in order to execute annual and final contractor performance evaluations. CPARS is a secure Internet website located at <http://www.cpars.csd.disa.mil/cparsmain.htm>. FDA will register the contractor in CPARS upon receipt of the name and email address of the individual who will be responsible for serving as the Contractor's CPARS contacts. Once FDA registers the contractor in CPARS, the Contractor will receive an automated CPARS email message which contains User ID and instructions for creating a password.

Once a performance evaluation is issued, the Contractor's primary and alternate CPARS contact will receive an email instructing them to logon to CPARS in order to review the performance evaluation. The Contractor has 60 days from the date of performance evaluation issuance in which to review the evaluation. If the Contractor is in agreement with the performance evaluation outcome, the evaluation becomes final. Should the Contractor be in disagreement with the performance evaluation outcome, rebuttal comments must be submitted via the CPARS within 14 days from date the evaluation was issued by FDA. Any disagreement between the Contracting Officer and the Contractor will be referred to a contracting official one level above the Contracting Officer, whose decision will be final.

Copies of each performance evaluation and contractor responses, if any, will be retained as part of the official contract file and will be used to support future award decisions. Evaluations will also be stored for a 3 year period in the Past Performance Information Retrieval System (PPIRS) at www.ppirs.gov.

Contractors may obtain CPARS training material and register for on-line training at <http://www.cpars.csd.disa.mil/allapps/cpcbtdlf.htm>. There is no fee for registration or use of the CPARS.

16 Personnel

The Contractor shall ensure that all Contractor support personnel are adequately trained, possess the requisite experience, and are otherwise fully qualified to provide the high level of support required by this BPA. The FDA considers the selection of the individuals to work on this BPA as critical to the success of its mission. Personnel must have demonstrable experience in the work areas described herein. The Contractor shall provide current staffing plans and organizational charts to the FDA project manager during the term of this BPA. Also refer to HHSAR Clause 352.237-75, Key Personnel for positions that have been identified as key personnel.

Key personnel will be identified at the task order level. The details within each task order will provide positions and descriptions.

17 Contract Specialist and Contracting Officer

Contract Specialist (Primary POC)

Tiffany Williamson
5630 Fishers Lane

Rockville, MD 20857
tiffany.williamson@fda.hhs.gov
240-402-7558

Contracting Officer (Alternate POC)

Gary Klaff
5630 Fishers Lane
Rockville, MD 20857
gary.klaff@fda.hhs.gov
240-402-7555

18 Contracting Officer's Authority

- a. The Contracting Officer (CO) has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the BPA and safeguarding the interests of the United States in its contractual relationships. The CO is the only individual who has the authority to enter into, administer, or terminate this BPA and/or any resulting order issued against the BPA and is the only person authorized to approve changes to any of the requirements under this BPA, and notwithstanding any provision contained elsewhere in this BPA, this authority remains solely with the CO.
- b. No statement, whether oral or written, by anyone other than the Contracting Officer, shall be interpreted as modifying the terms and conditions of this BPA. It is the Contractor's responsibility to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the BPA or any order issued against the BPA. The Government will not reimburse the Contractor for any work not authorized by the Contracting Officer, including work outside the scope of the BPA.

19 Contracting Officer's Representative

The Contracting Officer may designate other Government personnel, known as the Contracting Officer's Representative (COR) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the order. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the BPA and orders issued against the BPA. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the order.

The COR will provide the technical direction for the required work. The term "technical direction" is defined to include, without limitation, the following:

- Directions to the Contractor which redirect the BPA/Order effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.

- Provision of information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work descriptions.
- Review and, where required by the BPA/Order, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the BPA/Order.

Technical direction must be within the general scope of work stated in this BPA and subsequent BPA Orders. The COR does not have the authority to and may not issue any technical direction which:

- Constitutes an assignment of additional work outside this agreement's general scope of work or any of the issued Orders.
- In any manner cause an increase or decrease in the total Order price or the time required for Order performance.
- Change any of the expressed terms, conditions, or specifications of the Order.

All technical direction shall be issued orally and/or in writing by the COR or shall be confirmed by him/her in writing within 5 working days after issuance.

The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this article and within his/her authority under the provisions of this article.

If, in the opinion of the Contractor, any instructions or direction issued by the COR is within one of the categories described above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after the receipt of any such instructions or direction and shall request the Contracting Officer issue a formal modification accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate formal remedy or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of the BPA/Order. The Contractor shall proceed immediately with the instructions or directions and shall be subject to the "Disputes" clause in their GSA Schedule Contract.

The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this BPA.

The Government may unilaterally change its COR designation.

The following person has been appointed as the BPA COR:

Trudy Lilly
10903 New Hampshire Ave
Silver Spring, MD 20993
Trudy.lilly@fda.hhs.gov
301-796-1371

The BPA COR will be responsible for the following:

- Tracking compliance with Limitations on Subcontracting clause across orders

- Tracking and monitoring BPA ceiling
- Tracking and monitoring staff allocation across task orders
- Reviewing changes to staffing matrix
- Secondary point of contact for issues that need to be escalated
- Reviewing Task Order SOWs for scope compliance

For each individual call order, a BPA Call Order COR will be assigned. The BPA Call Order COR will serve as the Contractor's first point of contact for any technical questions and is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this BPA; (5) assisting in the resolution of technical problems encountered during performance; and (6) providing technical direction; and, (7) reviewing of invoices/vouchers.

The BPA Call Order COR does not have authority to act as agent of the Government under this BPA. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this BPA; or (5) otherwise change any terms and conditions of this BPA.

20 Offeror's Certification – Organizational Conflicts of Interest

As a regulatory agency charged with protection of the public health, the Food and Drug Administration (FDA) must maintain public confidence in the integrity of its decisions. The FDA has various policies and procedures that safeguard against both actual and apparent conflict of interest (COI) on the part of its employees. It is additionally critical that the FDA be assured that there is no actual or apparent COI on the part of either the Contractor's organization or its individual employees in performance of this contract.

Offerors submitting quotes to perform work under this contract must assure the protection of the information and data they receive in performance or under this contract from unauthorized use or disclosure, and must avoid actions that would cause a reasonable person to question the impartiality of the Contractor, its employees, or the Government in the performance of this immediate contract and potential participation in future contract actions. The Contractor will be held to the restrictions of the Organizational Conflict of Interest clause, unless an acceptable mitigation of risk plan is proposed, found to be acceptable by the Government, and enforced.

POTENTIAL CONFLICTS OF INTEREST SPECIFIC TO THIS BPA – Offerors shall review the Statement of Work in detail to identify any particular aspects that may present organizational or individual COI, either actual or apparent.

DEFINITION OF CONFLICT OF INTEREST - Conflict of interest means that because of other activities or relationships with other persons or organizations, a person or organization is unable or potentially unable to render impartial assistance or advice to the Government, that the person's or organization's

objectivity in performing the contract is or might be otherwise impaired, or that the person or organization has or might acquire an unfair competitive advantage (See FAR 9.501).

21 Organizational Conflict of Interest (Clause)

- (a) *Purpose.* The purpose of this clause is to ensure that the Contractor and its subcontractors:
 - (1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this Order, and
 - (2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this Order.
- (b) *Scope.* This clause applies to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the performance of this order as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.
- (c) *Warrant and Disclosure.* The warrant and disclosure requirements apply to both the Contractor and all subcontractors. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the Contractor has disclosed all relevant information regarding any actual or potential conflict. The Contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the Contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the Contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.
- (d) *Remedies.* The Contracting Officer may terminate this Order, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the Contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the Order for default, suspend or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this Tak Order.
- (e) *Subcontracts.* The Contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement.
- (f) *Prime Contractor Responsibilities.* The Contractor shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The Contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the Order to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the Contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the Contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after Order award, the Contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the Contractor's own risk. The Contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507.

- (g) Waiver. The Contractor may seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

22 Observance of Federal Holidays

The Government will not require support at the Government facility on Saturdays, Sundays, or the Federal holidays shown below, or days of government closure due to inclement weather:

1. New Year's Day	1 January
2. Martin Luther King's Birthday	Third Monday in January
3. President's Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. American Independence Day (Observed)	4 July
6. Labor Day	First Monday in September
7. Columbus Day	Second Monday in October
8. Veteran's Day	11 November
9. Thanksgiving Day	Fourth Thursday in November
10. Christmas Day (Observed)	25 December

Inclement Weather – The Contractor is not required to provide on-site service on days when the Federal Government is closed due to inclement weather. In the event the Federal Government is closed by order of the President of the United States or the U.S. Office of Personnel Management for any reason, or the agency, the center or the building is closed for administrative or safety reasons, the Contractor shall follow directives issued by responsible officials concerning reporting for work.

The Contractor may not bill the Government for any hours that Contractor employees did not work due to any Government closure under any call orders that include LH or T&M contract types.

23 Non-Personal Services

The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee relationship will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given Federal employees.

Contractor personnel under any order issued against the BPA shall not:

- Be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer.
- Be placed in a position of command, supervision, administration or control over personnel or personnel of other Government contractors, or become a part of the Government organization.
- Be used in administration or supervision of procurement activities.

24 Personnel Security Clearance Requirements

The primary position risk level for this order is Level 1, unless the Government determines that some contractor staff require Level 5 clearance. The Contractor shall comply with FDA Personnel Security Requirements provided in Attachment D.

25 Security

The Contractor shall ensure compliance with IT security requirements, including the following:

DHHS Information Security and Privacy Program
<http://www.hhs.gov/ocio/securityprivacy/index.html>

Federal Information Security Management Act (FISMA)
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/m03-19.pdf>

National Institute of Standards and Technology (NIST) SP800-53
http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final_updated-errata_05-01-2010.pdf

FDA Security Authorization process, which closely resembles NIST SP800-37
<http://csrc.nist.gov/publications/nistpubs/800-37-rev1/sp800-37-rev1-final.pdf>

Format and Media: The Contractor shall furnish deliverables in a manner consistent with the FISMA and NIST security requirements of the information provided. For example, the Contractor shall not send Sensitive Personal Identifying Information via e-mail across the internet.

26 Section 508 Standard Requirements

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, requires that all electronic and information technology (EIT) products and services developed, acquired, maintained, or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>. This requirement is shall comply with the following standards:

This BPA does not involve the production of audiovisual materials, publications, or public affairs services. Should an order require development of materials (reports, web based training) that will be posted to a web site or made available to the public, then the contractor will be required to obtain review and approval that the materials are in compliance with 508 regulations.

All electronic and information technology (EIT) must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov/summary-section508-standards>.

27 Inspection and Acceptance

In accordance with the inspection and acceptance clauses in the Contractor's underlying GSA FSS contract, all work under this BPA is subject to inspection and final acceptance by the Contracting Officer or the duly authorized representative of the Government. The Government's Contracting Officer's Representative (COR) is a duly authorized representative of the government and is responsible for inspection and acceptance of all items to be delivered under this BPA. Unless otherwise specified by the COR, the general quality measures, as set forth below, will be applied to each work product received from the Contractor under this Order.

- Accuracy: Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Technical Soundness: Work products, especially digital work products, shall exhibit no technical flaws.
- Comprehensiveness: Work products, especially qualitative and quantitative research, shall have sufficient strength to make the research sufficiently measurable and therefore meaningful.
- Clarity: Work products shall be clear and concise. Diagrams shall be easy to understand and be relevant to the supporting narrative.
- Creative: Work products shall exhibit fresh, new ideas and innovative tools and materials that effectively reach and engage target audiences.
- Consistency to Requirements: All work products must satisfy the requirements of this statement of objective.
- Timeliness: Work products shall be submitted by the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.
- File Editing: All text and diagrammatic files shall be editable by the Government.
- Format: Work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission.

All services delivered to the COR will be deemed to have been accepted 30 calendar days after date of delivery, except as otherwise specified in each individual Call Order, if written approval or disapproval has not been given within such period. The COR's approval or revision to the services delivered shall be within the general scope of work stated in this BPA. Also refer to Section 29, Federal Acquisition Regulation (FAR) Clauses below.

28 Invoice Procedures

Invoice instructions will be provided in each order.

29 Federal Acquisition Regulation (FAR) Provisions and Clauses:

FAR Clauses in Full text

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html>

FAR Clauses Incorporated by Reference

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

FAR 52.222-41 Service Contract Labor Standards. (May 2014)

FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (May 2014)

FAR 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)

FAR 52.227-14 Rights in Data—General (May 2014)

(End of clause)

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the order expiration date.

(End of Clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

30 Health and Human Services Acquisition Regulation (HHSAR) Provisions and Clauses:

HHSAR Clauses incorporated by reference:

HHSAR 352.203-70 Anti-Lobbying (December 18, 2015)
HHSAR 352.208-70 Printing and Duplication (December 18, 2015)
HHSAR 352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations (December 18, 2015)
HHSAR 352.223-70 Safety and Health (December 18, 2015)
HHSAR 352.227-70 Publications and Publicity (December 18, 2015)
HHSAR 352.231-70 Salary Rate Limitation (December 18, 2015)

HHSAR Clauses incorporated in Full Text:

HHSAR 352.237-75 Key Personnel (December 18, 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of clause)

HHSAR 352.239-74 Electronic and Information Technology Accessibility (December 18, 2015)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are:

This acquisition does not involve the production of audiovisual materials, publications, or public affairs services. Should an order require development of materials (reports, web based training) that will be posted to a web site or made available to the public, then the contractor will be required to obtain review and approval that the materials are in compliance with 508 regulations.

1194.21 Software applications and operating systems.
1194.22 Web-based intranet and internet information and applications.
1194.23 Telecommunications products.
1194.24 Video and multimedia products.
1194.25 Self contained, closed products.
1194.26 Desktop and portable computers.
1194.31 Functional performance criteria.
1194.41 Information, documentation, and support.

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

31 Attachments

Attachment A: List of Acronyms

Attachment B: Personnel Security Requirements

Attachment C: Wage Determination

Attachment A: List of Acronyms

Term	Definition
BPA	Blanket Purchase Agreement
CO	Contracting Officer
COR	Contracting Officer Representative
FAR	Federal Acquisition Regulations
FDA	Food & Drug Administration
PIV	Personal Identity Verification
SOW	Statement-of-Work
VPN	Virtual Private Network

Attachment B:
Personnel Security Requirements

The Office of the Assistant Secretary for Management and Budget, Department of Health and Human Services (DHHS), requires DHHS employees and contractor employees (including subcontractors) who will be working in a DHHS-owned or leased space and/or who will have access to DHHS equipment, and non-public privileged, proprietary, or trade secret information, undergo a background investigation of some type.

Contractor employees who will be in DHHS-owned or lease space for less than thirty (30) days are exempted from the background investigation requirement. These contractor employees must be escorted at all time while in DHHS-owned or leased space.

General

The contractor shall submit the following items to the Contracting Officer, ten (10) calendar days prior to commencement of work under this contract:

- a. Certification that all required security form packets and a list of contractor employees names for whom the requisite security information has been provided to Division of Security Operations, Policy and Planning, Personnel Security Staff.
- b. "Contractor's Commitment to Protect Non-public Information Agreement" forms signed by each employee named in paragraph "a." above.

With the exception of costs associated with fingerprinting Contractor employees outside of the FDA Personnel Security Office, the Government will conduct all required background investigations at no cost to the contractor. The cost of fingerprinting Contractor employees at any location other than the FDA Personnel Security Office will be borne by the Contractor.

Contractor employees shall obtain security badges in order to access to DHHS-owned or leased property without an escort. However, in the event that work must commence before security badges can be issued, contractor employees will be allowed onto DHHS-owned or leased property, but must be escorted at all times.

All Contractor employees who undergo a background investigation are required to log onto the Office of Personnel Management's (OPM's) Electronic Questionnaire for Investigation Processing (e-QIP) system to complete the forms necessary to initiate their background investigations. The forms required vary with the position risk levels for the order.

The primary position risk level for this order is Level 1, unless the Government determines that some contractor staff require Level 5 clearance. There are two (2) potential position risk levels, which are:

1. Non-Sensitive Positions (Level 1) (SEE CHART A): Positions which involve the lowest degree of adverse impact on the efficiency of the Agency. The forms set forth by CHART A are required for Non-Sensitive Positions (Level 1). Contractor employees assigned to Level 1 who receive a security badge will be required to provide additional security information for a background investigation as specified below.

2. Public Trust Positions (Levels 5 or 6) (SEE CHART B): Positions in which the incumbent's actions or inaction could diminish public confidence in the integrity, efficiency, or effectiveness of assigned Government activities, whether or not actual damage occurs. The forms set forth by CHART B are required for Public Trust Positions (Levels 5 or 6). Contractor employees assigned Levels 5 or 6 must receive security badge as well as a background investigation.

In order to access the e-QIP system, Contractor employees must provide the appropriate Personnel Security Specialist with the following information: (a) full name; (b) position title; (c) social security number; (d) date of birth; (e) place of birth; (f) email address; and (g) phone number. The Personnel Security Specialist will use this information to initiate each Contractor employee into the e-QIP system. Once this is done, each Contractor employee will receive an e-mail that contains a web link to access the e-QIP system, as well as instructions and additional forms needed to initiate the suitability background investigation. The COR for the order will provide the name of the appropriate Personnel Security Specialist to the Contractor. A Contractor's failure to comply with the e-QIP processing guidelines will result in that Contractor's employees being denied access to FDA property until all security processing has been completed.

Badging Process

The FDA COR will sponsor Contractor employees on the FDA Form 3391 for the purpose of obtaining an FDA Security Access Card. In order to obtain one, a contractor employee must receive a "favorable" fingerprint return. Fingerprints must be submitted to the Personnel Security Office at least ten (10) days prior to the commencement of work. Fingerprints will be submitted in one of two ways, depending on where the order will be performed: Contractor employees who will work in the Washington D.C. metro area will, at the direction of the FDA COR or his/her designee, contact the Personnel Security Branch to schedule a fingerprinting appointment, or Contractor employees who will work in a field office will submit fingerprints to:

Food and Drug Administration
OSO/Office of Security Operations
Attn: Personnel Security Staff
10903 New Hampshire Avenue, #1201
Silver Spring, MD 20993-1058
Phone: 301-796-4592

Upon the receipt of a "favorable" fingerprint return, each Contractor employee must present two forms of identification in order to receive his or her badge. One form of identification must be a government-issued photo identification document. Acceptable forms of photo identification are referenced on the FDA Form 3391. Acceptable forms of secondary identification are listed on the back of the I-9 Form. This form can be obtained at <http://uscis.gov/graphics/formsfee/forms/files/i-9.pdf>. An individual who receives an unfavorable report may appeal that finding by submitting a written request to the Personnel Security Staff.

Background Investigations

The Government will conduct an additional background investigation for those individuals named to risk Levels 5 and 6 serving under this order. Required background investigations may include, but not be limited to:

- Review of prior Government/military personnel records
- Review of FBI records and fingerprint files
- Searches of credit bureaus
- Personal interviews
- Written inquiries covering the subject's background

Background investigations will be conducted by the Office of Personnel Management (OPM). The Contractor is responsible for ensuring that the integrity of order performance is maintained pending completion of all appropriate background investigations of contractor employees.

The Contractor shall submit the information required for eQIP access and other requisite forms for the risk level(s) specified. In addition, the contractor shall provide a cover letter which includes (a) the Contractor's name, (b) the order number, (c) the name of the Contracting Officer administering the order, (d) the names of all Contractor employees' for whom a background check is required and those employees' social security numbers, (e) dates of birth, and (f) former names. This cover letter and all completed forms shall be transmitted, in a separate sealed envelope marked, "TO BE OPENED BY ADDRESSEE ONLY," to:

Food and Drug Administration
OSO/Office of Security Operations
Attn: Personnel Security Staff
10903 New Hampshire Avenue, #1201
Silver Spring, MD 20993-1058
Phone: 301-796-4592

The contractor shall send a separate letter to the Contracting Officer that includes the contract number and employee names. The contractor shall advise its prospective employees that all standard forms submitted to the FDA will be forwarded to the Office of Personnel Management (OPM) for scheduling background investigations. Personnel Security Staff will resolve with the order employee issues arising out of inaccurate or incomplete forms. Employees who have been previously granted a Government security clearance shall advise Personnel Security Staff of the details of such clearances to determine if a previous clearance level is suitable for the current FDA position.

At any time, if a contractor employee for whom security forms have been submitted is terminated or otherwise ceases work under the order, the contractor shall immediately notify Personnel Security Staff, in writing, with copies to the respective FDA COR and Contracting Officers.

The OPM background investigation will take approximately 120 days. The Contracting Officer will notify the Contractor in writing if an employee is denied a clearance. Those individuals who have been cleared by Personnel Security Staff may continue to work under the contract. Those who are not cleared must cease work on the contract immediately.

If a Contractor employee changes job responsibilities under this contract, the contractor shall notify the Contracting Officer, and the Government will make a determination whether an additional security clearance is required. In the event that a cleared individual is replaced, the contractor shall notify the Contracting Officer and comply with all requirements of this clause, as specified herein, prior to the commencement of work by the replacement individual. The Contractor shall be responsible for the return of any Government issued security badges to the COR.

FDA 1350 – Access to Non-Public Information

All contractor and subcontractor employees are required to sign the Contractor's Commitment to Protect Non-Public Information Agreement form (Attachment E) to this contract. If a person who has signed this agreement resigns, is dismissed, or is otherwise no longer working on this order, the contractor shall notify the FDA COR and Contracting Officer. Any new contractor and subcontractor employees assigned to this order shall sign the form, and the contractor shall hand-deliver it ten (10) days prior to commencement of work to the Contracting Officer. The prime contractor, subcontractors, and consultants shall not be provided nor possess non-public information in any form unless written approval and a facility clearance have been granted.

Briefings

A FDA representative (typically, the COR) will conduct an orientation briefing for the contractor/contractor employees. The briefing will stress: (1) the importance of protecting non-public information; (2) specified computer/ADP requirements as outlined in the DHHS Automated Information Systems Security Program Handbook; and (3) the consequences of unauthorized disclosure of non-public information. Briefing updates will be conducted annually.

The contractor shall brief all contractor employees, subcontractors, and consultants regarding the sensitivity of the information to be handled under the order and of the responsibility to protect it. The briefing shall stress that the information is non-public and shall not be disclosed to any unauthorized source. The contractor shall conduct an updated briefing annually and shall submit a report to the FDA COR within ten (10) days after the briefing which includes (a) an outline of the briefing, (b) a copy of any briefing materials, (c) date briefing was conducted, and (d) the names of the attendees.

If this is an automated data processing/telecommunications (ADP/TC) order, in addition to the above briefings, the FDA COR and the FDA Center/Office Information Systems Security Officer (ISSO) will brief contractor and subcontractor personnel and consultants on security measures required pertinent to any hardware/software being utilized. Furthermore, appropriate contractor and subcontractor personnel and consultants shall attend courses as directed by the FDA to fulfill requirements of the Computer Security Act of 1987. These courses are generally one (1) day in length and attending one course is sufficient. This training will be provided at no cost to the contractor.

PERSONNEL SECURITY CHARTS

Non-Public Data Protection

The contractor shall protect the privacy of all information reported by or about contract employees and shall protect against unauthorized disclosure. For clarification purposes and to facilitate the flow of all required security forms, the matrix below is provided.

CHART A

Mandatory for all on-site contract employees

NON-SENSITIVE POSITIONS - LEVEL 1				
FORM NAME	OBTAIN FROM	WHEN REQUIRED	SUBMIT TO	DATE REQUIRED
FDA Form 3391 - FDA Security Card Access Request	COR. Sponsorship must be provided by FDA COR.	All positions on DHHS property or leased space	Food and Drug Administration OSO/Office of Security Operations Attn: Personnel Security Staff 10903 New Hampshire Ave, RM 1201 Silver Spring, MD 20993 **Form must be submitted by Security Rep.	Form must be received prior to making fingerprint appointment.
Contractor's Commitment to Protect Non-Public Information (NPI) Agreement form	Contracting Officer	All positions with access to non-public privileged, proprietary, or trade secret information	Contracting Officer for retention in contract file	Ten (10) calendar days prior to commencement of work
Listing of all contractor employee names, social security #s, gender, dates of birth, former names, and a completed Fair Credit Reporting Act Release	Contractor generated	All positions, including intermittent, per diem or Temporary	* Food and Drug Administration OSO/Office of Security Operations Attn: Personnel Security Staff 10903 New	Ten (10) calendar days prior to commencement of work

			Hampshire Ave, RM 1201 Silver Spring, MD 20993	
SF 85 - Questionnaire for Non-Sensitive Positions	Online via OPM's e-QIP system	Non-Sensitive Positions - Level 1 Clearance	*Submit to OPM online via the e- QIP system	Ten (10) calendar days upon request of the Contracting Officer
FD 258 - Fingerprint Chart (2 Charts Required) Fingerprinting services available by appointment only. Call (301) 827-9527	Contracting Officer	Non-Sensitive Positions - Level 1 Clearance	* Food and Drug Administration OSO/Office of Security Operations Attn: Personnel Security Staff 10903 New Hampshire Ave, RM 1201 Silver Spring, MD 20993	Ten (10) calendar days prior to commencement of work

*In addition to the submission of these forms, the Contractor shall provide a cover letter that includes: Contractor's name, contract/ order number, Contractor employees' names, and name of Contracting Officer.

*Upon a favorable fingerprint return, the Contractor will be notified to respond to the badging office for their building pass.

*Food and Drug Administration
Badging and Credentialing Office
8:00 a.m. – 11:00 a.m. and 1:00 p.m. – 3:00 p.m., Eastern Time
10903 New Hampshire Avenue
Building 32, Room 1205
Silver Spring, MD 20993
No appointment necessary
Phone: (301) 796-4000

CHART B

Public Trust Positions - Levels 5 or 6				
FORM NAME	OBTAIN FROM	WHEN REQUIRED	SUBMIT TO	DATE REQUIRED
SF 85P - Questionnaire for Public Trust Positions	Online via OPM's e-QIP system	Public Trust Positions - Level 5 or 6 Clearance	*Submit to OPM online via the e-QIP system	Ten (10) calendar days prior to commencement of work
FD 258 - Fingerprint Chart (2 Charts Required) Fingerprinting services available by appointment only. Call (301) 827-9527	Contracting Officer	Public Trust Positions - Level 5 or 6 Clearance	* Food and Drug Administration OSO/Office of Security Operations Attn: Personnel Security Staff 10903 New Hampshire Ave, RM 1201 Silver Spring, MD 20993	Ten (10) calendar days prior to commencement of work
FDA Form 3391 - FDA Security Card Access Request	COTR. Sponsorship must be provided by FDA COTR.	All positions on DHHS property or leased space	Food and Drug Administration OSO/Office of Security Operations Attn: Personnel Security Staff 10903 New Hampshire Ave, RM 1201 Silver Spring, MD 20993 **Form must be submitted by Security Rep.	Form must be received prior to making fingerprinting appointment.
Contractor's Commitment to Protect Non-Public Information (NPI) Agreement form	Contracting Officer	All positions with access to non-public privileged, proprietary, or trade secret information	Contracting Officer for retention in contract file	Ten (10) calendar days prior to commencement of work
Listing of all contractor	Contractor	All positions,	* Food and Drug	Ten (10) calendar

employee names, social security #s, gender, dates of birth, former names, and a completed Fair Credit Reporting Act Release	generated	including intermittent, per diem or temporary	Administration OSO/Office of Security Operations Attn: Personnel Security Staff 10903 New Hampshire Ave, RM 1201 Silver Spring, MD 20993	days prior to commencement of work
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*In addition to the submission of these forms, the Contractor shall provide a cover letter that includes: Contractor's name, contract order number, Contractor employees' names, and name of Contracting Officer.

*Upon a favorable fingerprint return, the Contractor will be notified to respond to the badging office for their building pass.

*Food and Drug Administration
Badging and Credentialing Office
8:00 a.m. – 11:00 a.m. and 1:00 p.m. – 3:00 p.m., Eastern Time
10903 New Hampshire Avenue
Building 32, Room 1205
Silver Spring, MD 20993
No appointment necessary
Phone: (301) 796-4000

**Attachment C:
Wage Determination**

WD 15-4269 (Rev.-1) was first posted on www.wdol.gov on 02/14/2017

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-4269

Daniel W. Simms Division of | Revision No.: 1
Director Wage Determinations | Date Of Revision: 02/09/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Maryland

Area: Maryland Counties of Frederick, Montgomery

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.67
01020 - Administrative Assistant		33.63
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		13.43
01042 - Customer Service Representative II		15.11
01043 - Customer Service Representative III		16.48
01051 - Data Entry Operator I		15.17
01052 - Data Entry Operator II		16.55
01060 - Dispatcher, Motor Vehicle		19.41

01070 - Document Preparation Clerk	15.63
01090 - Duplicating Machine Operator	15.63
01111 - General Clerk I	14.88
01112 - General Clerk II	16.24
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	14.98
01191 - Order Clerk I	15.12
01192 - Order Clerk II	16.50
01261 - Personnel Assistant (Employment) I	18.15
01262 - Personnel Assistant (Employment) II	20.32
01263 - Personnel Assistant (Employment) III	22.65
01270 - Production Control Clerk	24.23
01290 - Rental Clerk	16.55
01300 - Scheduler, Maintenance	18.07
01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	17.36
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.81
01532 - Travel Clerk II	14.97
01533 - Travel Clerk III	16.12
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.79
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	

07010 - Baker	13.85
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.89
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.87
11150 - Janitor	11.87
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.39
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.30
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57
12020 - Dental Assistant	18.90
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	20.22
12072 - Licensed Practical Nurse II	22.62
12073 - Licensed Practical Nurse III	25.22
12100 - Medical Assistant	16.51
12130 - Medical Laboratory Technician	19.84
12160 - Medical Record Clerk	19.16
12190 - Medical Record Technician	21.45
12195 - Medical Transcriptionist	20.00
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I	11.40
12222 - Nursing Assistant II	12.83
12223 - Nursing Assistant III	13.99
12224 - Nursing Assistant IV	15.71
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.26
12305 - Radiologic Technologist	31.98
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	18.48
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	37.27
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	33.64
13058 - Library Technician	21.88
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	17.38
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05

14071 - Computer Programmer I	(see 1)	26.36
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		28.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.50
15086 - Maintenance Test Pilot, Rotary Wing		41.50
15088 - Non-Maintenance Test/Co-Pilot		41.50
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.87
16030 - Counter Attendant		10.87
16040 - Dry Cleaner		14.02
16070 - Finisher, Flatwork, Machine		10.87
16090 - Presser, Hand		10.87
16110 - Presser, Machine, Drycleaning		10.87
16130 - Presser, Machine, Shirts		10.87
16160 - Presser, Machine, Wearing Apparel, Laundry		10.87
16190 - Sewing Machine Operator		14.95
16220 - Tailor		15.88
16250 - Washer, Machine		11.97
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83

21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.17
21130 - Shipping/Receiving Clerk	15.17
21140 - Store Worker I	12.49
21150 - Stock Clerk	17.98
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.93
23019 - Aircraft Logs and Records Technician	21.74
23021 - Aircraft Mechanic I	28.41
23022 - Aircraft Mechanic II	29.93
23023 - Aircraft Mechanic III	31.38
23040 - Aircraft Mechanic Helper	19.29
23050 - Aircraft, Painter	27.20
23060 - Aircraft Servicer	21.74
23070 - Aircraft Survival Flight Equipment Technician	27.20
23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	15.87
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	22.98
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.07
23182 - Electronics Technician Maintenance II	28.74
23183 - Electronics Technician Maintenance III	30.27
23260 - Fabric Worker	20.49
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	18.88
23311 - Fuel Distribution System Mechanic	24.54
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	18.88
23392 - Gunsmith II	21.95
23393 - Gunsmith III	24.54
23410 - Heating, Ventilation And Air-Conditioning	26.28

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	27.69
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.54
23465 - Laboratory/Shelter Mechanic	23.30
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	23.01
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.54
23592 - Metrology Technician II	25.85
23593 - Metrology Technician III	27.10
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.91
23810 - Plumber, Maintenance	23.65
23820 - Pneudraulic Systems Mechanic	24.54
23850 - Rigger	24.54
23870 - Scale Mechanic	21.95
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	22.54
23931 - Telecommunications Mechanic I	30.94
23932 - Telecommunications Mechanic II	32.59
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	24.54
23980 - Woodworker	18.88
24000 - Personal Needs Occupations	
24550 - Case Manager	17.67
24570 - Child Care Attendant	12.85
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	11.25
24620 - Family Readiness And Support Services	17.67
Coordinator	
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49

25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.33
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	24.63
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	29.17
27132 - Police Officer II	32.64
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	13.65
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	15.27
28510 - Recreation Aide/Health Facility Attendant	11.15
28515 - Recreation Specialist	18.92
28630 - Sports Official	12.16
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.44
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.58
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.47
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	28.36
30052 - Cryogenic Technician II	31.32
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00

30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	25.60
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	25.97
30222 - Latent Fingerprint Technician II	28.68
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	31.32
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	31.32
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	26.34
30492 - Unexploded Ordnance (UXO) Technician II	31.87
30493 - Unexploded Ordnance (UXO) Technician III	38.20
30494 - Unexploded (UXO) Safety Escort	26.34
30495 - Unexploded (UXO) Sweep Personnel	26.34
30501 - Weather Forecaster I	28.36
30502 - Weather Forecaster II	34.50
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.87
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	14.90
31260 - Parking and Lot Attendant	10.22
31290 - Shuttle Bus Driver	16.28
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.28
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	

99020 - Cabin Safety Specialist	15.54
99030 - Cashier	10.03
99050 - Desk Clerk	12.14
99095 - Embalmer	25.36
99130 - Flight Follower	26.34
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	31.32
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	14.37
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	24.13
99831 - Surveying Aide	14.99
99832 - Surveying Technician	22.94
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).